



Cisco Webex Meetings Services Offer Description & Supplemental Terms

This Offer Description describes the terms and conditions of the Cisco Webex™ Meetings Services made available by Cisco to our customers and their authorized users (“**Subscriber**,” “**you**” or “**your**”). The Cisco Universal Cloud Agreement (or similar terms existing between you and Cisco) (“**UCA**”) and the additional terms herein govern your use of the Service. Capitalized terms used in this Offer Description but not defined will have the meanings assigned to them in the UCA. A current copy of the UCA is located [here](#). If you purchase the Service from an Approved Source, your purchase terms, including the terms described in your Order are between you and the Approved Source.

A. Cisco Webex Meetings Overview

1. **Description of Services.** Cisco Webex Meetings Services (“**Cisco Webex Meetings**” or the “**Service**”) is a Cisco-hosted SaaS service that provides Subscriber access to our end-to-end suite of web conferencing services. Table 1 summarizes the core services that may be included with your Cisco Webex Meetings subscription. Table 2 summarizes the services that can be added onto any Cisco Webex Meetings subscription. Note, not every service is available with each subscription Buying Model (see Section 2, below). For more information about each service, click the respective hyperlink.
2. **Subscription Buying Models.** When you purchase Cisco Webex Meetings, you designate a subscription buying model (“**Buying Model**”) in your Order. The available Buying Models are Employee Count, Named User, Active User, and Ports. Table 3 summarizes the Buying Models and availability of the services within each Buying Model. The Buying Models are outlined in Exhibit A of this Offer Description.

Table 1: Core Services

<u>Cisco Webex Meetings</u>	Cisco Webex Meetings helps you make decisions faster, with integrated audio, video, and content sharing. Teams can meet, collaborate, and stay productive anywhere, anytime, and on any mobile device or video system.
<u>Cisco Webex Training</u>	Cisco Webex Training is a Cisco-hosted online training solution that lets you deliver live instruction to any user, anywhere with web access.
<u>Cisco Webex Support</u>	Cisco Webex Support enables organizations to deliver high-touch online IT support and customer service to employees and customers anywhere in the world.
<u>Cisco Webex Events</u>	Cisco Webex Events is a real-time, end-to-end online event service. From planning to follow-up analysis, Cisco Webex Events provides the features to more effectively host company meetings and corporate events or to market products and services to target audiences around the world.
<u>Cisco Webex Meetings Enterprise Edition</u>	Cisco Webex Meetings Enterprise Edition offers a suite of Cisco Webex Meetings core services—Cisco Webex Meetings, Cisco Webex Events, Cisco Webex Training, Cisco Webex Support, and Cisco Webex Messenger—as a bundled licensing option.
<u>Cisco Webex Meetings Storage</u>	Cloud Network Based Recording (“ NBR ”) storage for Cisco Webex Meetings Services.
<u>Cisco Webex Messenger*</u>	Cisco Webex Messenger enables clients to perform numerous functions such as instant messaging, presence, and desktop sharing.
<u>Cisco Webex Teams</u>	Cisco Webex Teams is the persistent business messaging service within the Cisco Webex Teams app. Exchange messages and share files with another person or a group of people. Choose someone from your company directory or simply enter an email address and start messaging anyone you need to work with.

*Note, Cisco WebEx Messenger is available for purchase one of the following three ways: (a) alone as a core service; (b) as part of the Cisco Webex Meetings Enterprise Edition suite of core services; or as an add-on to any other core service.

Table 2: Add-On Services

<u>Additional Cisco Webex Meetings Storage</u>	Additional NBR storage purchased in excess of the storage included with your subscription.
<u>Cisco Webex Audio</u>	The audio option available with Cisco Webex® products promotes efficient discussions among participants by providing an integrated experience. Cisco Webex web conferencing with the audio option can operate on a wide variety of devices, including cell phones, IP phones, and softphones, connecting locally, globally, and as voice over IP (VoIP) all in the same session.
<u>Cisco Webex Meetings Cloud Connected Audio</u>	Cisco Webex Meetings Cloud Connected Audio is an audio conferencing service sold by one of Cisco's certified third-party service providers that natively integrates into Cisco Webex

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	meetings. It uses IP connections into Cisco data centers as an alternative to, or in addition to, public switched telephony.
<u>PRO Pack for Cisco Webex Control Hub</u>	With Pro Pack for Cisco Webex Control Hub, administrators can provision, manage, and analyze the entire Cisco Webex experience. Pro Pack delivers additional levels of security controls, compliance management, and business insights to meet the needs of customers who are looking for advanced capabilities.

Table 3: Buying Model Availability

Cisco Webex Meetings Services		Buying Models			
		Employee Count	Named User	Active User	Ports
Core Services	Enterprise-wide deployment to all of your employees	You designate which employees can use the Services	You are charged only for those employees who use the Services	Shared accounts for unlimited number of employees	
	Cisco Webex Meetings	✓	✓	✓	✓
	Cisco Webex Training		✓		
	Cisco Webex Support		✓		✓
	Cisco Webex Events		✓		
	Cisco Webex Meetings Enterprise Edition	✓	✓	✓	
	Cisco Webex Storage	✓	✓	✓	✓
	Cisco Webex Messenger	✓	✓	✓	
AddOn Services	Cisco Webex Teams	✓	✓	✓	
	Additional Cisco Webex Storage	✓	✓	✓	✓
	Cisco Webex Audio	✓	✓	✓	✓
	Cloud Connected Audio	✓	✓	✓	✓
	PRO Pack for Cisco Webex Control Hub	✓	✓	✓	

B. Supplemental Terms

1. **Subscription Effective Date.** Your Cisco Webex Meetings subscription starts on the Service availability date ("Effective Date"). The anticipated Service availability date is three (3) to five (5) business days from Cisco's acceptance of a valid Order. An Order is valid to the extent that the Subscriber has provided, at the time of placing such Order, the necessary information to register for and/or use the Service.
2. **Billing & Payment Obligations; Use Consistent with Ordered Services**
 - a. Beginning on the Effective Date, you will be billed based on the Buying Model and billing frequency designated in your Order.
 - b. When you place an Order for Cisco Webex, or modify an existing Order, you designate a Buying Model for your subscription. You are obligated to pay for the Services based on the selected Buying Model as of the Effective Date of your Order or Order modification. The Buying Models are outlined in Exhibit A of this Offer Description.
 - c. If you exceed the capacity count limits associated with the Buying Model in your Order, Cisco will charge you for such excess use.
3. **Customer Responsibilities**
 - a. **General Information and Reasonable Assistance.** You shall supply Cisco with all reasonably requested and reasonably necessary, accurate, complete, and up-to-date information that Cisco requires to supply the Service to you, such as information concerning your hardware and software environment, networking information, and similar information. You will work with Cisco in a timely manner to aid in Cisco's provision of the Service to you by assisting with any third-party cooperation, documents or approvals required for provision of the Service. You understand that if you delay providing the information or cooperation or approvals required to enable the Service, Cisco may delay the provision of the Service to you.
 - b. **Issue Triage and Resolution.** You will provide a technical resource to capture and provide details of reported issues, aid in replication and triaging issues as reasonably requested by Cisco, aid in testing fixes of issues, and determining if any issues are related to your hardware, software, applications, or other sources.



- c. **Employer Rights and Obligations Concerning Your Users.** If you are purchasing Cisco Webex for your employee users, you grant access to Cisco Webex to your users and you have the right to terminate the accounts of your users. You acknowledge that it is your responsibility to communicate all relevant policies related to Cisco Webex access and use to your users, and to handle all of your user disputes.
 - 4. **Subscribers in Pakistan.** If you purchase Cisco Webex Audio for use in Pakistan, you are responsible, and Cisco has no liability, for ensuring that your internet service provider for Cisco Webex has the necessary authorizations to provide voice over internet protocol.
 - 5. **Subscribers in Russia.** If you purchase Cisco Webex for use in Russia, you acknowledge that you are the data operator as defined under Russian law for purposes of your employee users' personal data that is collected and processed related to the provision of Cisco Webex.
 - 6. **Cisco Webex Support.** Basic Support is included in any Cisco Webex Meetings subscription at no additional cost for the duration of your subscription. Under Basic Support you are entitled to unlimited 24x7 access to technical support in English for break/fix issues via phone, web, or email within one business day for lower-severity cases, and within a 60-minute initial response time for severity 1 and 2 cases. Your support includes access to the Cisco's knowledge base, as well as all software updates and upgrades during the Term. Enhanced and Premium Support is also available at an additional cost. For more information about Basic, Enhanced, and Premium Support, please go to the [Services Description for Cisco Software Support Services](#).
 - 7. **Restrictions on Use by Minor Children.** Cisco Webex is not intended for use by persons younger than the age of consent in their relevant jurisdictions (e.g., 13 years old in the United States under the US Children's Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) ("Minor Children"). If you are not an Education Subscriber (as defined in the Cisco Webex Meetings Services Supplement for Education Subscribers available [here](#)), you must not authorize Minor Children to access and/or use Cisco Webex. You must be at the age of consent in your jurisdiction at the time that you create a Cisco Webex account. If you are under the age of consent in your jurisdiction and your parent or legal guardian has not provided written consent to an Education Subscriber regarding your use of Cisco Webex, you may not use Cisco Webex.
 - 8. **Account Sharing.** Unless your subscription expressly permits sharing, account sharing will constitute a material breach of this Offer Description and will result in your access being suspended and/or account terminated. You will also be billed and required to pay for excess usage in violation of these terms.
 - 9. **Governing Terms; Order of Precedence.** Cisco Webex is governed by this Offer Description, the UCA, the Cisco EULA (if applicable), and the applicable purchase agreement with Cisco or your Approved Source. In the event of a conflict between any of the above documents, the terms of this Offer Description will control, followed by the UCA, the EULA (if applicable), and finally the purchase agreement.
 - 10. **Third-Party Products.** There are integrated applications and bots that you can download and use with the Service. Many of these integrated applications and bots are third-party products. Please note that Cisco does not support or warrant third-party products and disclaims all responsibility and liability for third-party products. If you use a third-party product with the Service, the terms of use for that third-party product are between you and the provider. Please be aware that some third-party products may contain tracking technology. Accordingly, it is your responsibility to read the third party's disclosures, terms of use, and privacy policy before using such third-party products.
- ## 11. Data Privacy
- a. Cisco's data privacy obligations related to data processed to deliver Cisco Webex are governed by the Data Privacy and Protection provisions in the UCA (which includes the [Cisco Privacy Statement](#)). Additionally, the [Cisco Webex Meetings Privacy Data Sheet](#), [Cisco Webex Teams Privacy Data Sheet](#), and [Cisco Webex Messenger Privacy Data Sheet](#) are supplements to the Cisco Privacy Statement and describe the personal data that Cisco collects and processes as part of the delivery of Cisco Webex to you.
 - b. If Cisco is required to do so by law, Cisco may cooperate with law enforcement authorities in the investigation of suspected or alleged illegal or other activities. This may include, but is not limited to, disclosure, where possible, to the relevant law enforcement authorities of your Personal Data, your content, and the content of your transmissions through the Services.
- ## 12. Service Termination and Suspension
- a. **Service Termination.** In addition to the causes of early termination set forth in the UCA, Cisco may terminate your access to the Service immediately upon timely notice to you (in accordance with the notice provisions in the UCA) if (1) there is an unusual spike or increase in your use of the Service and we determine that such traffic or use is fraudulent or negatively impacting the operating capability of the Service; or (2) we determine that our provision of any of the Service to you is prohibited by any applicable law, regulatory requirement, or

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any other statutory or non-statutory provision, or has become impractical or unfeasible due to any changed law or regulation.

- b. **Suspension of Services.** Cisco may suspend your access to the Service:
 - i. For scheduled downtime to permit us to conduct maintenance or make modifications to the Service; or
 - ii. In the event of a denial-of-service attack or other event that we determine creates a risk to the Service or to any of our subscribers if the Service were not suspended.
- c. **Limitation of Liability.** Cisco has no liability for any damage, liabilities, losses (including any loss of data or profits) that you may incur as a result of a suspension of Service. Cisco will endeavor to provide you notice of a suspension and post updates regarding resumption of the Service following any such suspension, but shall have no liability if we fail to do so. Cisco will endeavor to restore the Service to you as soon as reasonably practicable following any service suspensions.

13. Geographic Restrictions

- a. **Cisco Webex Teams Availability.** Cisco Webex Teams is not available for sale in all countries. If Cisco Webex Teams is not sold in your location, we will not be able to provision Cisco Webex Teams to your employee users. Cisco Webex Teams is currently available for sale in the countries listed [here](#).
- b. **Cisco Webex Audio Coverage**
 - i. Due to rapidly changing and unpredictable global telecommunications law and regulations, availability of certain Cisco Webex Audio services and related offerings may become restricted or discontinued. While Cisco routinely monitors applicable telecommunications laws and regulations in an attempt to readily adapt to changing legal and political environments, Cisco reserves the right to modify its [Country Coverage Listing](#) for all impacted Cisco audio offerings, without notice, as necessary to meet all country legal and regulatory requirements.
 - ii. Currently, the Cisco Webex Audio services in committed, uncommitted, and host-based/named user audio subscriptions that may be impacted under these circumstances are:

Bridge country/domestic toll-free call-in
Bridge country/domestic toll call-in
Bridge country/domestic callback
Global toll-free call-in
Global toll call-in
Global call-back/call-me
Integrated VoIP

- iii. Cisco Webex Audio is not available for sale to Subscribers with billing addresses in the following countries: Algeria, Armenia, Bahrain, Belarus, Egypt, Georgia, Jordan, Kuwait, Kyrgyzstan, Lebanon, Oman, Qatar, Russia, Saudi Arabia, Tajikistan, Turkey, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen. Subscribers based in these locations can purchase integrated audio from an authorized teleconferencing service provider (TSP) partner.
14. **Entry-Level Cisco Webex Teams Free.** If Subscriber elects not to renew the Cisco Webex Meetings subscription, Subscriber's Cisco Webex Teams account will be converted to the entry-level service ("Cisco Webex Teams Free"). Cisco Webex Teams Free has fewer features and differing usage limits. Cisco may at any time change those features and limits at our discretion and without notice. Cisco may deactivate or delete your Cisco Webex Teams Free account and any related data. If we deactivate or delete your account, Cisco may access your data and/or discontinue your use of Cisco Webex Teams Free or specific Cisco Webex Teams Free features. Cisco's deletion of your content may automatically occur after you discontinue using Cisco Webex Teams Free or if you exceed a specified limited amount of storage space. The storage included with Cisco Webex Teams Free is 5 GB per user, and may not be pooled among users.



Exhibit A

Cisco Webex Buying Models

A. Overview

This Exhibit A outlines the Buying Models for Cisco Webex. When you purchase Cisco Webex you designate a Buying Model in your Order. Your payment obligations are subject to the applicable Buying Model as outlined below. The Cisco Webex Buying Models are Employee Count, Named User, Active User, and Ports.

Each Buying Models has terms based on your quantity of Employees. “**Employees**” are the full and part-time employees or third-party contractors of Subscriber and its subsidiaries. Employees do not include Subscriber’s parent company. Employees include third-party contractors only if (a) all third-party contractors will count toward the subscription quantity; (b) Subscriber allows the third-party contractor to use the Service only for the benefit of Subscriber; (c) Subscriber does not charge the third-party contractor for the use of the Service; (d) Subscriber is responsible for all fees incurred by such third-party contractor; and (e) Subscriber shall take full liability for the actions of the third-party contractor, including third-party contractor’s misuse of the Service.

Employee Count is suitable for your company if you have a large number of Employees in your company (greater than 100), and you wish to make the Service generally available with fixed pricing based on your company size, without having to purchase each Employee an individual Cisco Webex account. It requires that you fully deploy Employee Count User accounts to all of your Employees.

Named User is suitable for your company if you wish to provide the Service for some, but not all, of the Employees in your company. Unlike some other Buying Models, a Named User subscription does not require you to purchase a Named User account for each and every Employee.

Active User is suitable for you if you have a large number of Employees in your company (greater than 75). When you purchase an Active User SaaS Subscription, you are required to provide Named User accounts to all your Employees, but are only billed for those Employees (above a certain minimum) that make active use of the Service.

Ports is suitable for your company if you wish to provide the Service to an unlimited number of Employees using shared Ports Accounts. Employees can host an unlimited number of meetings using the Service, provided that the total number of attendees at any one point in time may not exceed the total number of Ports accounts purchased by Subscriber.

B. Employee Count

1. Minimum Order Quantity

- a. The “**Minimum Order Quantity**” is the greater of: (a) your total number of Employees as of the date of Order, adjusted annually for Organic Annual Growth; or (b) 100.

2. Employee Count User Rules

- a. An “**Employee Count User**” is an Employee assigned an account by Subscriber to use the Service.
- b. An Employee Count User may host an unlimited number of meetings using the Service; provided that an Employee Count User may only host one (1) meeting at any point in time.
- c. Each meeting must be hosted by an Employee Count User and is limited to the maximum number of meeting participants as determined by the Capacity of the particular service, discussed in Section 3 below.
- d. Employee Count User accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Employee Count User account is assigned. The identification of Employee Count Users must be unique to an individual and may not be of a generic nature.
- e. When placing an Order, Subscriber shall identify those Employees assigned to Employee Count User accounts on a managed hosts list (the “**List**”). The List will be maintained by the Subscriber’s site administrator, who will update the List so that it is current at all times. An Employee Count User account may not be transferred to another Employee except upon: (a) termination of the Employee Count User’s employment with Subscriber; or (b) Cisco’s prior written approval.
- f. Cisco will have the right, upon reasonable notice, to audit Subscriber’s records (including but not limited to the List) during normal business hours to ensure Subscriber’s compliance with the above requirements. Cisco will pay the cost of the audit unless it is found that Subscriber is misusing the Service by, for example, exceeding the number of allowable meeting participants, or providing an Employee Count User account to a non-employee.



3. Capacity Count

- a. **How to Calculate Capacity Count.** The number of meeting participants that may attend each meeting (“Capacity”) depends on the Capacity of the specific service you are buying and will be stated in your Order. Each meeting must be hosted by an Employee Count User and the Employee Count User is counted as a meeting participant when determining Capacity. For example, Cisco Webex Meetings (Capacity 1000) is limited to a maximum attendance of the one (1) Employee Count User and no more than 999 participants.
- b. **Overage**
 - i. If the number of participants attending a meeting exceeds the meeting capacity, you will be charged a “Capacity Overage” fee. The Capacity Overage is based on the difference between the peak number of attendees that attended a meeting concurrently and purchased meeting capacity. The Capacity Overage fee will be invoiced based on capacity overage, on a per meeting basis. That is, Capacity Overage fee will be charged for any attendee as part of attendee overage and for any meeting where capacity overage occurred. Any Capacity Overage fees incurred will be billed monthly in arrears.
 - ii. Capacity Overage is a default setting. You may disable the Capacity Overage option. However, in this case, if Capacity is reached, additional invitees will be precluded from participating in the session.
4. **Annual Organic Growth.** Employee Count includes an accommodation for organic corporate growth in your total number of Employees of twenty percent (20%) over the Term of your subscription. If, at any time, your total number of Employees exceeds twenty percent (20%) of the initial total, you are obligated to notify Cisco and execute an Order modification reflecting the revised total number of Employees and applicable Service fees.
5. **Extraordinary Events.** An “Extraordinary Event” is an event such as a merger or acquisition that increases the total number of Employees by more than twenty percent (20%). Upon an Extraordinary Event, Subscriber must purchase subscription license for the additional Employees and reset the Employee total to the number of Employees in existence after such event. Subscriber must place an additional order for the increase.

C. Named User

1. Minimum Order Quantity

- a. The “Minimum Order Quantity” is (a) one (1) Named User for Cisco Webex Meetings; and twenty- five (25) Named Users for Cisco Webex Enterprise Edition.

2. Named User Rules

- a. A “Named User” is an Employee assigned an account by Subscriber to use the Service.
- b. A Named User may host an unlimited number of meetings using the Service; provided that a Named User may only host one (1) meeting at any point in time.
- c. Each meeting must be hosted by a Named User and is limited to the maximum number of meeting participants as determined by the Capacity of the particular service, discussed in Section 3 below.
- d. Named User accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named User account is assigned. The identification of Named Users must be unique to an individual and may not be of a generic nature.
- e. When placing an Order, Subscriber shall identify those Employees assigned to Named User accounts on a managed hosts list (the “List”). The List will be maintained by the Subscriber’s site administrator, who will update the List so that it is current at all times. A Named User account may not be transferred to another Employee except upon: (a) termination of the Named User’s employment with Subscriber; or (b) Cisco’s prior written approval.
- f. Cisco will have the right, upon reasonable notice, to audit Subscriber’s records (including but not limited to the List) during normal business hours to ensure Subscriber’s compliance with the above requirements. Cisco will pay the cost of the audit unless it is found that Subscriber is misusing the Service by, for example, exceeding the number of allowable meeting participants, or providing a Named User account to a non-employee.

3. Capacity Count

- a. **How to Calculate Capacity Count.** The number of meeting participants that may attend each meeting (“Capacity”) depends on the Capacity of the specific service you are buying and will be stated in your Order. Each meeting must be hosted by a Named User and the Named User is counted as a meeting participant when determining Capacity. For example, for each Cisco Webex Meetings (Capacity 25) meeting hosted by a Named User, no more than twenty-five (25) meeting participants may attend. That is, the one (1) Named User host and twenty-four (24) meeting participants. On the other hand, for each Cisco Webex Enterprise Edition



(Capacity 200) meeting hosted by a Named User, no more than 200 participants may attend. That is, the one (1) Named User host and 199 meeting participants.

b. Overage

- i. If the number of participants attending a meeting exceeds the meeting capacity, you will be charged a "**Capacity Overage**" fee. The Capacity Overage is based on the difference between the peak number of attendees that attended a meeting concurrently and purchased meeting capacity. The Capacity Overage fee will be invoiced based on capacity overage, on a per meeting basis. That is, Capacity Overage fee will be charged for any attendee as part of attendee overage and for any meeting where capacity overage occurred. Any Capacity Overage fees incurred will be billed monthly in arrears.
- ii. Capacity Overage is a default setting. You may disable the Capacity Overage option. However, in this case, if Capacity is reached, additional invitees will be precluded from participating in the session.

D. Active User

1. **Subscription Period.** Each consecutive twelve (12) month period during a subscription is a "**Subscription Period**." At the end of each Subscription Period for the duration of the subscription (should it be greater than one (1) year), Subscriber must recalculate its Subscription Quantity (as defined below).
2. **Subscription Quantity**
 - a. You must purchase an account for all of your Employees, regardless of whether the Employee ever uses the Service. The "**Subscription Quantity**" is the greater of: (a) fifteen percent (15%) of the total number of Employees; (b) 75; or (c) the Active User Average.
 - b. The "**Active User Average**" is the average number of Active Users in months nine (9), ten (10) and eleven (11) of the then-current Subscription Period. The Active User Average will be recalculated at the end of each Subscription Period.
 - c. During the initial Subscription Period, before the Active User Average can be calculated, the Subscription Quantity is the greater of (a) fifteen percent (15%) of the total number of Employees; or (b) 75.
 - d. Any change in Subscription Quantity from one Subscription Period to the next will require Subscriber to execute a new Order with different applicable Service fees. Failure of Subscriber to execute an updated Order upon request by Cisco will result in site suspension and loss of configured administrative settings and stored user content.
3. **Active User Rules**
 - a. An "**Active User**" is an Employee who hosts one (1) or more meetings per month using the Service.
 - b. An Active User may host an unlimited number of meetings using the Service; provided that an Active User may only host one (1) meeting at any point in time.
 - c. Each meeting must be hosted by an Active User and is limited to the maximum number of meeting participants as determined by the Capacity of the particular service, discussed in Section 3 below.
 - d. Active User accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Active User account is assigned. The identification of Active Users must be unique to an individual and may not be of a generic nature.
 - e. When placing an Order, Subscriber shall identify those Employees assigned to Active User accounts on a managed hosts list (the "**List**"). The List will be maintained by the Subscriber's site administrator, who will update the List so that it is current at all times. An Active User account may not be transferred to another Employee except upon: (a) termination of the Active User's employment with Subscriber; or (b) Cisco's prior written approval.
 - f. Cisco will have the right, upon reasonable notice, to audit Subscriber's records (including but not limited to the List) during normal business hours to ensure Subscriber's compliance with the above requirements. Cisco will pay the cost of the audit unless it is found that Subscriber is misusing the Service by, for example, exceeding the number of allowable meeting participants, or providing an Active User account to a non-employee.
4. **Capacity Count.**
 - a. **How to Calculate Capacity Count.** The number of meeting participants that may attend each meeting ("**Capacity**") depends on the Capacity of the specific service you are buying and will be stated in your Order. Each meeting must be hosted by an Active User and the Active User is counted as a meeting participant when



determining Capacity. For example, Cisco Webex Meetings (Capacity 1000) is limited to a maximum attendance of one (1) Active User and no more than 999 participants.

b. Overage

- i. If the number of participants attending a meeting exceeds the meeting capacity, you will be charged a **“Capacity Overage”** fee. The Capacity Overage is based on the difference between the peak number of attendees that attended a meeting concurrently and purchased meeting capacity. The Capacity Overage fee will be invoiced based on capacity overage, on a per meeting basis. That is, Capacity Overage fee will be charged for any attendee as part of attendee overage and for any meeting where capacity overage occurred. Any Capacity Overage fees incurred will be billed monthly in arrears.
 - ii. Capacity Overage is a default setting. You may disable the Capacity Overage option. However, in this case, if Capacity is reached, additional invitees will be precluded from participating in the session.
5. **Annual Organic Growth.** Active User includes an accommodation for organic corporate growth in your total number of Employees of twenty percent (20%) over the Term of your subscription. If, at any time, your total number of Employees exceeds twenty percent (20%) of the initial total, you are obligated to notify Cisco and execute an Order modification reflecting the revised total number of Employees and applicable Service fees.
6. **Extraordinary Events.** An “**Extraordinary Event**” is an event such as a merger or acquisition that increases the total number of Employees by more than twenty percent (20%). Upon an Extraordinary Event, Subscriber must purchase subscription license for the additional Employees and reset the Employee total to the number of Employees in existence after such event. Subscriber must place an additional order for the increase.

E. Ports

1. Minimum Order Quantity

- a. The “**Minimum Order Quantity**” is two (2) Ports User accounts.

2. Ports User Rules

- a. A “**Ports User**” is an Employee who accesses the Service.
- b. Meetings must be initiated and conducted by **“Hosts.”** You may designate an unlimited number of Employees as meeting Hosts and each Host may initiate an unlimited number of meetings using the Services.
- c. You will provide the information reasonably necessary for Cisco to create a Ports User profile for each Employee for whom you wish to provide Host access to the Services.
- d. The number of people accessing the Services at any one point in time (as measured by network connections) may not exceed the total number of Ports purchased by Subscriber.
- e. If the total number of people connected to a physical server or online service at any one point in time exceeds the number of Ports for 15 minutes or more (an “Overage”), then you will be charged an Overage fee. Overage fees are billed monthly in arrears based on actual usage.

F. Add-On Services

1. **General.** An “**Add-On Service**” is a Cisco service made available to you with any Cisco Webex Meetings subscription for an additional fee. A list of the available Add-On Services is in Table 2 above. Add-On Services cannot be purchased on a stand-alone basis (except for Cisco Webex Messenger, as described in Table 1 above). Add-On Services are enabled upon request, but are, in all cases, coterminous with an existing Cisco Webex Meetings subscription. Some Add-On Services are billed on a per use basis. Others are available as a subscription purchase. Because these Services are optional and ancillary to the core services, there is an additional fee or cost. The termination date of your Cisco Webex Meetings subscription will constitute termination of any Add-On Service subscription or use, as applicable, irrespective of any remaining time on the Add-On Service subscription.
2. **Cisco Webex Audio.** Below are the purchasing terms for the Add-On Service Cisco Webex Audio.
 - a. You may purchase optional Cisco Webex Audio under each Buying Model. Cisco Webex Audio provides toll, toll-free, call-back/call-me, integrated VoIP, and audio broadcast for Cisco Webex Events capabilities. Cisco Webex Audio is billed on a per minute of usage basis. Pricing is based on bridge and call features, rate plan, ISO country, and zone. Cisco Webex Audio is offered in three (3) billing options: uncommitted billing, committed billing, and fixed-monthly rate billing as detailed below.
 - b. Cisco Webex Audio has geographic limitations as set forth in the [Country Coverage Listing](#).



- c. **Uncommitted Billing.** Under the uncommitted billing option, you will be invoiced at the end of each month based on your users' actual usage over the billing period. In uncommitted billing, fees are subject to change at any time. You will be charged the rate in effect at the time of usage.
- d. **Committed Billing**
 - i. Under the committed billing option, you will be invoiced monthly in advance for the duration of your Cisco Webex Meetings subscription, based on a committed monthly dollar (or equivalent currency) amount.
 - ii. Cisco Webex Audio usage in excess of committed amounts will be invoiced at the end of each month at the contractual committed billing rate. Committed usage amounts that you do not consume during the month may not be carried forward.
- e. **Fixed-Monthly Rate Billing.** Under the fixed-monthly rate billing option, you will be invoiced monthly for the same quantity of Employee Count Users, Named Users, or Active Users invoiced under your Buying Model for the Cisco Webex Services.